

Response  
Application No. 09/987,902  
Attorney Docket No. 011542

### **REMARKS**

Claims 1-15 are pending in the application. By this Amendment, claims 1-4 and 7-11 have been cancelled and claims 5 and 12 have been amended. No new matter has been added. It is respectfully submitted that this Amendment is fully responsive to the Office Action dated August 10, 2006.

### **As to the Merits:**

As to the merits of this case, the Examiner maintains the following rejections:

- 1) claims 12-14 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over *Weiss* (US Patent 6,681,156) in view of *Tanner* (US Patent 6,636,784);  
and
- 2) claims 5, 6 and 15 were rejected under 35 U.S.C. § 103(a) as being unpatentable over *Weiss* in view of *Tanner* and further in view of *Mistr* (US Patent 5,794,212).

In addition, the Examiner relies on the newly cited reference of *Fesmire et al.* (US Patent 6,067,483) in setting forth the following new rejections:

Response  
Application No. 09/987,902  
Attorney Docket No. 011542

- 1) claims 1-4 and 7-10 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over *Weiss* (US Patent 6,681,156) in view of *Tanner* (US Patent 6,636,784) and further in view of *Fesmire* (6,067,483); and
- 2) claim 11 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over *Weiss* in view of *Tanner*, further in view of *Fesmire* (6,067,483) and further in view of *Mistr* (US Patent 5,794,212).

Each of these rejections is respectfully traversed.

**Independent Claim 5:**

Independent claim 5, as amended, now calls for setting an adjustable current limiter to said determined contract current for each of the users, and distributing said received power by said receiving and distributing part at a low voltage to each of the users. It is submitted that such feature was recited in cancelled claim 1 and therefore the Examiner's treatment of such claim feature with regard to cancelled claim 1 is now discussed as it applies to independent claim 5.

Concerning such claim feature, the Examiner relies on the newly cited reference of *Fesmire*, column 3, line 26 to column 4, line 25, which disclose in pertinent part that the device has "a circuit breaker input for receiving a circuit breaker control signal from the interface and

output for indicating its status.” Additionally *Fesmire* discloses “a plurality of computer controllable circuit breakers having a circuit breaker input for receiving a circuit breaker control signal from the interface,” and in col. 6, lines 20-23, “the various surge protectors and circuit breakers protect electronics within various circuits while allowing the computer to reset the breakers at an appropriate time and order.”

The Examiner asserts that “Fesmire [when it] teaches a method for delivering power to a plurality of the electrical circuit having circuit breakers which are controlled by a computer.”

However, it is submitted that the Examiner’s assertion that “setting an adjustable current limiter to said determined contract current for each of the users” is disclosed in *Fesmire* lacks merit. For example, as discussed in the present specification “the breaker 130 can set a plurality of over current values in advance so as to change an over current value to be set.”<sup>1</sup> “With this structure, a user can freely change the over current value which the breaker 130 interrupts the circuit.”<sup>2</sup>

Thus the adjustable current limiter of the present invention can be set to a plurality of over current values. The circuit breaker of *Fesmire* is not capable of performing this

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<sup>1</sup> Page 15, lines 16 and 17.

<sup>2</sup> Page 18, lines 16 and 17.

Response  
Application No. 09/987,902  
Attorney Docket No. 011542

requirement. Simply because a computer may control a circuit breaker does not mean that the circuit breaker is adjustable.

More importantly, regarding the second portion of amended independent claim 5, “setting an adjustable current limiter to said determined contract current for each of the users,” the Examiner does not specifically reference *Fesmire* to disclose this feature. The Examiner states:

It would have been obvious to one having ordinary skill in the art at the time the invention was made to modify Weiss and Tanner to include setting an adjusting limiter to said determined contract current for each of the users, as disclosed in Fesmire, because it would advantageously allow to implement a pre-programmed energy conservation schedule (Tanner C. 3, L. 26-31). Emphasis added.

As is apparent from the Examiner’s remarks, he states what is required by claim 5 (underlined portion), and then asserts it is disclosed in *Fesmire*.<sup>3</sup> However, it does not appear that *Fesmire* discloses or fairly suggests setting an adjustable current limiter “to said determined contract current for each of the users,” as required by independent claim 5. Thus the Examiner’s rejection is incomplete and therefore inappropriate.

In other words, while *Fesmire* may disclose a plurality of computer controllable circuit breakers having a circuit breaker input for receiving a circuit breaker control signal for allowing the computer to reset the breakers at an appropriate time and order, Fesmire fails to set the

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<sup>3</sup> See also *Fesmire*, column 3, line 26 to column 4, line 25; discussed earlier.

Response  
Application No. 09/987,902  
Attorney Docket No. 011542

computer controllable circuit breakers to a determined contract current for each of the users, as required by claim 5.

In addition, claim 5, as amended, now calls for *determining a user who adds a current capacity by an auction when a total requested current capacity is larger than a total contracted current to be distributed and changing the setting of the current limiter for said user who adds depending on said determined additional current capacity.*

In addition, it is submitted that neither of the applied references *Weiss, Tanner, Mistr* and *Fesmire*, singly or in combination, disclose or fairly suggest the last feature of independent claim 5 regarding *determining a user who adds a current capacity by an auction when a total requested current capacity is larger than a total contracted current to be distributed and changing the setting of the current limiter for said user who adds depending on said determined additional current capacity.*

**Independent Claim 12:**

Independent claim 12, as amended, now requires in part, “a current limiter provided to each of the users, the current limiter being set to the determined contracted current and controlled on the basis of information from the server.” Thus, the amended portion of independent claim 12 requires similar features to those required by independent claim 5 and discussed above.

Response  
Application No. 09/987,902  
Attorney Docket No. 011542

For the same reasons as discussed above regarding independent claim 5, it is submitted that the rejection of independent claim 12 is also inappropriate, since the above-quoted portion of independent claim 12 is not disclosed nor fairly suggested by any of the cited references.

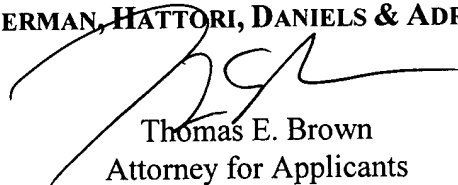
In view of the aforementioned amendments and accompanying remarks, Applicants submit that the claims, as herein amended, are in condition for allowance. Applicants request such action at an early date.

If the Examiner believes that this application is not now in condition for allowance, the Examiner is requested to contact Applicants' undersigned attorney to arrange for an interview to expedite the disposition of this case.

If this paper is not timely filed, Applicants respectfully petition for an appropriate extension of time. The fees for such an extension or any other fees that may be due with respect to this paper may be charged to Deposit Account No. 50-2866.

Respectfully submitted,

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